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ABSTRACT

This booklet explains the administrative team concept, argues for greater participation of the principal on this team, and provides a typical board-administrator agreement. The administrative team is described as a tool that provides not only a formal agreement for administrators, but also an internal structure that ensures participation by principals in important decisionmaking. The report concludes that an administrative team, which maintains simultaneously both formal and informal systems of participation in decisionmaking, offers a professionally satisfying approach to school district administration. (Author/JF)

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Management Crisis: A Solution

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Foreword

For many years administrators have supported a team concept, and by means of a cabinet or task force structure the needs of school systems have been met. The NASSP commends this arrangement. However, in recent times a negotiations thrust has blurred both relationships and lines of responsibility. In too many cases the principal has found himself in the unfortunate role of "the forgotten third party." Principals are and should be concerned about necessary involvement in the total process of educational policy development. These concerns relating to educational decision-making continue to intensify as more and more employee groups organize to negotiate school district policy with boards of education.

The purpose of this monograph is to assist those responsible for educational leadership in finding additional ways to build administrative teams which will ensure maximum involvement of principals in school district policy formulation. It is our hope that the suggestions found here will stimulate readers to think through the necessity of initiating or strengthening the administrative team as a means of improving the educational decision-making process.

Appreciation is expressed to two associates, namely Paul W. Hersey, NASSP's director of professional assistance, for his technical direction in the production of this monograph and Thomas W. George, NASSP's legal and legislative assistant, for his counsel.

Additionally, we are grateful for the many reactions and suggestions received from administrators throughout the country as the

monograph was being finalized. Special acknowledgement is made to Elven Duvall, Wayne A. Elton, Benjamin Epstein, Ross H. Fleming, Charles R. Hilston, John J. Hosmanek, J. Keith Kavanaugh, John H. Leddy, Harold E. Massey, David W. Meade, Carey M. Pace, Jr., John A. Stanavage, Theodore B. Southerland, and William S. Tomko.

All of us share the hope that this publication will assist in the establishment of viable administrative teams and that it will underscore again the importance of the principalship.

Owen B. Kiernan
Executive Secretary

I. Introduction

For decades many school administrators and boards of education have claimed that their administrative teams have provided effective educational leadership to their school districts. Despite this claim, many school principals are now suddenly finding that their involvement in educational decision making beyond the four walls of their schools is minimal.

In many cases, this minimal involvement is the result of the increased activity of teachers and other school employee groups organizing and bargaining directly with boards of education. These groups negotiate items that affect not only their wages, hours, and fringe benefits but, more importantly as far as principals are concerned, also the very heart of the internal administration of the school system. In too many cases, teacher and employee groups and other factions within the community have completely by-passed the school principal in negotiating with their boards matters that directly or indirectly affect school policy and the principal.

School boards and superintendents often have not involved principals for a variety of reasons, including the constant press of time, the newness of the negotiating process, and the lack of a formal structure to involve their administrators. Principals in some instances have not even been involved when decisions at the bargaining table affected their professional responsibilities relating to the improvement of instruction, staff development, communication with community, and the like.

Since the use of collective bargaining in education is increasing, since many citizens continue to demand more educational services

with better administration and fiscal belt-tightening, and since establishing school district policy will remain the prerogative of boards of education in most school districts, principals must determine their professional and organizational roles and find ways to ensure their involvement in the formation of school district policy. Obviously, the principal, more than any other person in a school system, is in an ideal position to recommend changes that will provide a better educational environment.

A properly conceived and structured administrative team can help the principal determine his role and ensure his involvement in negotiations, provided the board of education and all administrators are committed to involving people in the process of policy development. Assuming this commitment, this monograph suggests that a formal collective bargaining agreement for principals and other administrative personnel can be developed to ensure certain basic welfare and economic protections. Furthermore, it suggests a structure for the principal to use in effectively involving himself in policy formation. This monograph also defines the administrative team and suggests formal language for constructing a board-administrator agreement compatible with the administrative team concept.

While some school administrators see little need for developing a formal board-administrator agreement concurrent with building an administrative team, others feel that conditions dictate the construction of a comprehensive agreement. In either case, this monograph is intended to stimulate administrators to think through the purpose and necessity of initiating or strengthening the administrative team. For those interested in specific language for a board-administrator agreement, suggestions are included for careful review. For others interested in general concepts and informal structures for communication, the ideas may serve to stimulate further thought and study.

Paul W. Hersey
Thomas W. George

II. The Administrative Team

In more and more communities throughout this country, citizens are demanding that their public school officials know about the full range of educational and societal problems. Furthermore, they expect their school administrators to find comprehensive, economical, and efficient solutions to these problems.

For this reason, administrators must be able to enlist all the professional assistance available in their school districts in developing contemporary strategies to cope with the current concerns.

An appropriately-conceived administrative team can serve as an effective vehicle for collectively bringing the professional skills and talents of a school system's educational leaders to bear on educational problems.

What is an administrative team?

An administrative team represents a means of establishing smooth lines of organization and communication, common agreements, and definite patterns of mutuality among administrators and the board of education as they unite to provide effective educational programs for the community. There are two primary parties involved in the leadership of a school district, namely, the board of education, whose responsibility is policy-making, and the administrative team (including all administrators), whose major responsibilities include first advising the board in establishing district policies and then guaranteeing their effective implementation. A close, harmonious working relationship between these two parties is obviously vital to the successful operation of a school district.

It should also be clear that an effective administrative team has, in addition to its assigned legalistic and primary role of policy implementation, a vital leadership function to perform. Never before has more interest and concern been voiced about the need for strong and united educational leadership. An effective administrative team provides a collective means of strengthening school district leadership giving individual administrators needed assistance, opportunities, and job satisfaction.

Who is represented on the administrative team?

Under the leadership of the superintendent, all administrators in the school district should be on the team, including: elementary, middle, and secondary school principals and assistant principals, central office and field supervisors, directors, coordinators, assistant superintendents, administrative consultants, etc.

Can the administrative team have separate administrative units established within it for bargaining purposes and still function effectively?

Yes. In some school districts administrative bargaining units provide for the exclusion of the superintendent and assistant superintendent(s) when salary and other economic welfare matters are discussed with the board of education. This approach is appropriate since the board sets the superintendent's salary independently and expects the superintendent to act as its representative in preliminary salary discussions with the district's administrators.

However, the emergence of separate administrative units or councils of sub-units should not prevent the total administrative team from functioning together to find solutions to educational leadership problems and to recommend changes in educational policy for consideration by the board of education.

Is a comprehensive agreement for administrators necessary in all school districts?

No. Administrative personnel in some school districts prefer to maintain an informal structure within the administration, having, for example, an administrative council or committee in which all administrative units have representation. Policy recommendations are usually channeled through these councils or committees to the superintendent whom they meet periodically. One of their primary purposes is keeping lines of communication open from top to bottom in the administration. The effectiveness of this approach has depended greatly upon the willingness of the superintendent to acknowledge the representative structure established by the administrators, as well as upon the superintendent's personal effectiveness with the board of education.

In some school districts, administrators have sought a voice in policy formulation solely through collective bargaining procedures similar to those adopted by teachers' organizations. This procedure has usually depended on forcing appropriate recognition of principals through a position of strength. This approach, used in isolation, could foster attitudes that are counter-productive when advice from principals and other administrators is needed to improve internal administrative conditions.

Another administrative position can combine the best qualities of the informal and formal bargaining positions just described. This approach stresses working through an internal administrative structure to influence policy decisions affecting the educational programs and operation of the schools. It also emphasizes the need for administrative units to have a formal agreement with the board of education to protect and ensure basic employment and economic benefits. Language common to a number of administrative agreements is included in this monograph. It is presented only as a guide, and will undoubtedly require adaptation to each school district's unique characteristics and needs.

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Can a procedure be followed that will clarify and solidify the relationship between different administrative units operating within the school district's administrative team?

Yes. Many different procedures are currently used throughout the country. An outline of one procedure used to foster appropriate interrelationships relative to job definitions and evaluation follows:

I. *Local Principals Establish Council*
   A. The Council formulates job descriptions for the elementary, middle, junior, and senior high school principal—to be attained *in general;* specifies *goals,* areas of *accountability,* and results *expected.*
   B. Each principal may set individual goals as necessitated by specific school district assignment.

II. *Superintendent and Principals' Council Interrelate To Set Team Objectives*
   A. Council discusses *job descriptions, goals,* and *results* with superintendent until mutual agreement is reached. Superintendent may act as interrogator, counselor, and devil's advocate during this process.
   B. At this time superintendent and principals' council agree to *standards* for assessing the degree of success attained by principals in meeting agreed-upon goals. Set up system to evaluate principals.
   C. The *method* of assessing administrator performance may also be developed:
      1. Will a team be used?
      2. Will the superintendent or his designees be assigned the responsibility?
      3. Will a combination of these methods or some other method be used?
   D. Superintendent and principals' council meet periodically to review job descriptions, goals, and evaluation methods and system.

III. Superintendent and executive committee of principals' council meet with board of education to communicate leadership team objectives.

It is important to note, at this point, that the above procedure represents only one of many informal approaches used to communicate the educational concerns of principals and other administrators in school districts throughout the country. Although most of the following pages contain information relating to a formal system of administrative participation, the importance of developing an effective informal procedure for assuring better administrator participation in the district's decision-making process cannot be overemphasized.

Does an administrative written agreement with a board of education change the role boards have by law in our educational systems?

No. In the final analysis, any administrative agreement must recognize that the board is the policy-making authority in the school district. The policy-making and decision-making responsibilities of the board and superintendent are spelled out by statute; and although they may delegate and share certain legal powers, they cannot abrogate or avoid them. An administrative team is not developed to encourage an abrogation of the superintendent's legal powers, but rather to enable the superintendent to share these powers and responsibilities more fully with his professional colleagues.[1]

What items might be considered for inclusion in an agreement between an organization of school administrators and a board of education?

Although every school district possesses characteristics that dictate localized approaches to the construction of agreements between ad-

[1] See NASSP's Memorandum Concerning THE LEGAL STATUS OF THE PRINCIPAL, 1971

ministrator units and boards of education, the following items occur most frequently:

1. philosophy or purpose statement (sometimes called recognition statement)
2. administrative team definition
3. specific definition of administrative unit
4. administrative unit rights
5. participation in professional meetings
6. working conditions (including a non-discriminatory clause)
7. leaves (sick leave, leaves of absence, sabbatical leaves)
8. termination of employment
9. fringe benefits (medical insurance, life insurance, etc.)
10. evaluation of administrators
11. vacancies, promotions, and transfers
12. creation of new positions
13. legal protection of administrators
14. grievance procedures
15. salary provision (includes ranges and increment patterns)
16. participation in policy development (methods to be used for involvement in policy recommendations affecting curriculum, budget, physical plant, co-curricular activities, personnel, teacher negotiations, etc.)
17. job descriptions
18. duration of agreement
10. applicability to state law clause or severability clause (if any part of agreement is found to be in violation of the state statutes, its deletion will not invalidate the other provisions of the agreement)
20. administrative behavior prior to, during and following a work stoppage.

III. Style of Typical Agreement

Some or all of the following material, extracted from a number of board-administrator agreements throughout the country, may be helpful in the development of other agreements.

Purpose

The general purpose of this agreement is to foster mutual support and loyalty of the administrative team and the board of education working within state statutes, rulings of the state department of education, and the rules and regulations established by said board.

The administrative team and board recognize the need for cooperation, understanding, and mutual support to operate an effective program of educational opportunity in the (name of district) school district.

Specifically, this agreement is intended to:

1. Work out proper scales of remuneration for the variety of members of the unit in addition to any other welfare and fringe benefits.
2. Make clear to both administrators and other personnel that the conditions of employment and prerogatives needed by administrators to carry out their responsibilities are contractually assured by the board of education.
3. Ensure that all levels of administrators have an input, as part of the administrative team, in any negotiations with other bargaining units who may have to be supervised, directed, or evaluated by said administrators. This should not only encourage open lines of communication with teachers, pupils, and the community but it should also strengthen communication approaches.

Recognition

The board hereby adopts the administrative team concept as part of its formal operating policy in the district, and under the terms of this agreement neither of the parties hereto shall make unilateral decisions that would in any way affect the provisions of this agreement.

Definitions

The term *board,* when used in this agreement, shall refer to the legally elected or appointed representatives of the school district.

The term *administrative team,* when used in this agreement, shall refer to those persons employed by and authorized by the board to recommend the employment or separation from employment, evaluation, and/or supervising of professional staff members and any other personnel employed by the board.

In some situations you may wish to broaden this definition to include some personnel who normally do not recommend the employment, evaluation, or supervision of staff members.

In view of the unique characteristics of the positions they hold in terms of the confidential relationships with the board and in view of the fact that they may be delegated by the board to negotiate with other administrators, the superintendent and his assistant superintendent(s) may be excluded from the team when matters of salary and economic welfare are discussed with the board.

Administrative Unit Rights

The board hereby agrees that administrators shall have the right to form a local organization for the purpose of representing them in describing and defining their professional relationships in the district. The board further agrees that it will not discriminate against any administrator with respect to professional conditions of employment by reason of his membership or activities in an administrative organization.

The administrative unit shall also have the right to:

1. have full information, subject to statutory limitations, with respect to public records, statistics, and finances relating to the school district;
2. be heard at any and all public hearings;
3. appear in a supportive-counseling role in any situations involving its constituency, whether in a grieving or defensive posture;
4. communicate with its membership without interference;
5. have a salary check-off for dues or other assessments its members voluntarily accept;
6. have the use of school building facilities at reasonable hours for meetings in accordance with prescribed procedures.

Participation in Professional Meetings

This could also include involvement in in-service activities.

Administrative team members shall be encouraged to attend and be reimbursed for expenses incurred in attending pertinent state, regional, and national professional conferences or meetings. Administrative team members agree to share information from such meetings with the board and other professional staff members. **A procedure, mutually devised by the board and the team, may be instituted to provide equitable attendance possibilities for members of a team functioning within a large school district.**

Working Conditions

A. The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, sex or membership in, or association with, the activities of any professional organization. No religious or political activities, not specifically limited by law, shall be grounds for any discipline or discrimination with respect to the professional employment or status of such administrator.

B. Administrators, individually and collectively, shall make recommendations to the board regarding the program of the school, the

conditions of the buildings, grounds, equipment, and materials, and other factors important to the efficient management of a school plant or program.

C. The board agrees to involve administrative team representatives in an advisory capacity to the board in all negotiating or collective bargaining sessions with employees who are subject to their supervision or under their administration. Representatives of elementary and secondary principals shall specifically be involved in this process as members of the administrative team, but usually it is desirable that these representatives be excused from being used as participating members at the negotiations table when confrontation with teacher representatives is likely to occur.

Leave

A. **Sick Leave.** Accumulation and use of sick leave shall be in accordance with state law and guidelines devised mutually by the parties.

B. **Leaves of Absence.** It shall be the policy of the board to grant leaves of absence to members of the administrative team for reasons deemed appropriate by the board of education.

Applications for leaves shall be submitted in writing to the board. Leaves may be granted for the remainder of a semester, the remainder of a school year, or for a complete school year and may be extended upon written request from the applicant and approval by the board of education.

C. **Sabbatical Leaves.** Administrative team members shall be entitled to sabbatical leaves for professional study or travel in accordance with established board policy upon written request by the applicant and approval of the appropriate authority. Length of leave, financial reimbursement, and conditions involving the return from leave should be included as part of the agreement.

Termination of Employment

When an administrative team member terminates employment, it shall be in accordance with the provisions of the (name of state) state statute, ethics of the profession, and the member's employment

contract. Termination of employment of any member of the administrative team by the board shall be in accordance with state statutes and the provisions of the contract of employment, which shall include an orderly dismissal clause.

Fringe Benefits

A. Insurance Protection:
   1. Hospital, surgical, and major medical insurance. The board shall provide hospital, surgical, and major medical insurance benefits for all administrative team members in an amount not less than those granted to other professional employees.
   2. Life Insurance. **Two options might be considered. Either** the board shall provide life insurance benefits which are proportionate to the amount of salary earned by the individual **or . . .** in an amount for administrative team members —% greater than the amount granted to other professional employees.

B. Tax Deferred Annuities:
   The board shall provide the opportunity to purchase tax deferred annuities to all administrative team members in the manner granted to other professional employees.

Evaluation of Administrators

The NASSP position on administrative evaluation is clearly stated in the 1970 publication, The Principalship, Job Specifications & Salary Considerations For The 70's, **pages 11-18. This position emphasizes the importance of establishing job-targets in evaluating principals rather than using checklists or charts of predetermined task-performance criteria. If evaluation of administrators has become, or is becoming, an issue of concern for administrators, board members, and/or citizens of the community, administrators may wish to include language similar to the following in the board-administrator agreement.**

A. Specific measurement methods and procedures used in evaluation of administrative team members shall be mutually approved by the evaluator(s) and those being evaluated.

All evaluations of each administrative team member shall be discussed with the member. The member shall receive a written copy of each evaluation, and a copy of same shall be placed on file in the board office, held in confidence, and handled in an ethical manner.

B. No administrative team member shall be disciplined, reprimanded, reassigned, reduced in rank or compensation, or deprived of any professional advantage without just cause. The parties agree to handle all such actions in a professional manner with due regard for both the interests of the school system and the rights of the individual.

Although NASSP does not recommend the construction of involved, task-oriented checklists or charts in establishing proper methods for evaluation of administrators, many school districts currently have systems including such instrumentation. Most of these instruments have included the following nine areas for evaluation of administrative performance:

A. *School Organization,* including procedures for democratic decision making and staff, pupil, and community participation; policies and decisions that foster cooperation, harmony, and support; maintenance and delegation of lines of authority and responsibility.

B. *Instructional Programs,* including programs responsive to school and community needs, provision for various abilities and interests of pupils, proper learning atmosphere, instructional goals, innovation, proper and adequate materials and equipment.

C. *Relations With Pupils,* including student morale, guidance and counseling, proper pupil participation to secure opinions and problems, health-safety standards.

D. *Relations With Staff Members,* including morale, staff building council work, fair and reasonable treatment of staff, generation of interstaff cooperation and respect, orientation of staff.

E. *Relations With Community,* including good school-community relations, PTA involvement, school information supplied to community, reporting pupil progress, use of community resources.

F. *Relations With Other Administrators,* including maintaining and interpreting school board policies, informing staff members, handling of staff recommendations, budget advice, cooperation with other administrators at different levels in school district.

G. *School Facilities,* including efficient and economical use of school plant, environment of school plant, health and safety standards, maintenance of lunchrooms or eating facilities, maintenance of school grounds.

H. *Accounts and Other Routine Administrative Duties,* including the handling of management matters, the completion of records and reports, the use and storage of supplies, the establishment and control of inside and outside pupil and visitor traffic patterns, the establishment of proper pupil and financial accounting procedures, and the economic utilization of time and energy.

I. *School Climate,* including placement of learning and growth as high priorities (capitalizing on the individual talents and interests of pupils and teachers), development of a climate that is pleasant, cooperative and fair, maintenance of order and stability while fostering creativity and productivity, encouragement of participation in school plans through policy of involvement.

Many school districts also include a self-appraisal feature with the evaluation instrument so those being evaluated and the evaluator(s) may affix comments to a section of the instrument when substantial disagreement occurs. Post-evaluation conferences are stressed in many districts. In the Fort Worth, Tex., schools, these conferences are used to discuss 12 administrative characteristics as a means of stimulating growth and rapport.

Using an evaluation reviewer **furnishes an interesting approach to evaluating in Cincinnati, O., and Nashville, Tenn. Acting as a sounding board against which the validity of evaluator findings are tested, this approach involving three different parties offers a unique system of evaluation.**

Generalized systems for scoring evaluation instruments in all districts do not exist, except that in all cases much effort is used to keep the method simple and brief.

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Vacancies, Promotions, and Transfers

A. While both parties recognize the legal right and responsibility of the board to fill open positions and to make promotions and transfers, the board agrees to give written notice of any administrative vacancies in the district to the members of the administrative team. In selecting personnel to fill such vacancies, the board will seek the best qualified applicant within or without the system. Due consideration, however, shall first be given to employees within the district who meet the qualifications. Vacancies shall be filled on the basis of competency, experience, and qualifications of the applicant, length of service in the district, and other relevant factors.

In some states, the sole authority for filling administrative vacancies, promoting, demoting, or transferring administrative personnel has by state law been placed in the hands of the superintendent. In this case, the board's role is generally one of approving or disapproving the superintendent's personnel recommendations, but does not provide for personnel action to be initiated by the board. Therefore, anyone desiring this provision in an administrative agreement will have to construct it carefully so as to conform with the the state law.

B. Requests may be made by a member of the administrative team for transfer to a different position or building and shall be filed in writing with the superintendent stating the reasons for seeking transfer, the building or position sought, and the applicant's qualifications. Such requests shall receive careful consideration by the superintendent and board. Involuntary transfers will be made only in case of an emergency or to prevent undue disruption of the instructional program; at which time the board shall notify the affected administrator in writing, setting forth the reasons for such transfer, after due notice and an opportunity for a hearing.

C. Administrative team personnel whose positions as administrators at particular levels are terminated shall be given the opportunity to return to other administrative, supervisory, or staff positions in

the district for which they qualify by professional training and certification if they have established tenure within the school system.

Creation of New Positions

The board agrees to review with the administrative team or its representatives the creation of new administrative team positions and, following determination of the job description, will receive for a 10-day period applications from any applicants within the system who are on the administrative team.

See Note on page 16 relative to Vacancies, Promotions, and Transfers, since it also applies to this section.

Legal Protection Of Administrators

A. If any administrator, while acting as an administrator within the reasonable jurisdiction of his assignment, is sued on the subject of complaint, the board will provide (if not prohibited by statute) legal counsel or pay for reasonable costs of counsel, if necessary, and render all necessary assistance to the administrator in his defense. It shall be the responsibility of the administrator to bring such complaints or legal actions to the attention of the board immediately upon receipt.

B. In the event that an administrator is injured while performing his professional duties, expenses incurred for medical, surgical, and hospital care, in excess of those covered by insurance provided by the board, or workmen's compensation, will be assumed by the board. **If a section such as this one is permitted by state statute, it may be worthy of serious consideration.**

Grievance Procedures

A number of grievance procedures have been reviewed in constructing this section. A Type I grievance procedure, which is rigidly structured, has been included for review. It is contrasted with a Type

II grievance procedure, which consists of a brief, general statement. Obviously, this procedure must be tailored to the unique characteristics of your school district.

TYPE I GRIEVANCE PROCEDURE

Definition: Grievance shall mean an allegation of inequity experienced by an administrator or group of administrators. A grievance shall be presented only by or on behalf of the administrator or group of administrators directly concerned with the grievance.

Grievances are classified into the following kinds:

1. Alleged unfair or inequitable treatment by reason of an action or condition contrary to established policy or practice governing or affecting principals.
2. A dispute concerning the interpretation or application of a state statute or the rules of the board of education.
3. An alleged violation, misinterpretation or inequitable application of the provisions of this agreement.

Adjustment Of Grievances

General Procedures

A. A sincere attempt should be made to resolve any difference by oral interview between the administrator, group of administrators, or the administrator's representative and the superintendent or his designee before the difference becomes formalized as a grievance. **An administrator may also wish to discuss concerns with state or local administrators' association personnel before filing a grievance.**

B. An administrator or group of administrators may present a grievance in writing to the superintendent within 10 days following the occurrance of the act, or discovery of the condition, which is the basis for the grievance. If two or more administrators have the same grievance, a joint grievance may be presented and processed as a single grievance at this and succeeding steps.

C. Upon receipt of the grievance, the superintendent shall arrange for a conference within 10 days and notify the administrator

and any others involved in the grievance. If the administrator is represented by the administrators' association, the association shall be notified.

D. The administrator may be heard personally or may be represented by the representative from the administrators' association. The association representative shall have the opportunity to be present to speak and act on the behalf of the administrator and to state the views of the association.

E. The superintendent shall present his decision and the reasons therefor in writing to the administrator and the administrators' association within 10 days following the conference.

Board of Education Review

If agreement has not been reached through the careful consideration of the superintendent, the administrator, and the administrators' association, the grievance may be presented, within seven days from receipt of the superintendent's decision, to the board of education by the administrator or the administrators' association for review. **Additional Step: At this point, some school administrators have been concerned about including an additional voluntary mediatory, fact-finding, or arbitration step. This decision will, no doubt, depend on the philosophy of the administrative team and state statutes pertaining to negotiations.**

Appeal Of Special Types Of Grievances

When any decision may affect a group of administrators in the schools who are similarly situated, the administrators' association may appeal the decision in behalf of the administrators.

System-Wide Grievance

A. If a grievance is system-wide in nature, it shall be submitted in writing by the administrators' association to the superintendent and a meeting shall be requested for the purpose of discussing the issue with the superintendent. The meeting shall be scheduled by the superintendent within 10 days after receipt of the request.

B. If the problem cannot be satisfactorily resolved at the conference, the superintendent shall communicate in writing a decision with the reasons therefor to the administrators' association within 10 days of the conference date.

C. If the superintendent does not communicate with the administrators' association concerning his decision within the prescribed time, the problem may, at the discretion of the administrators' association, be appealed to the board of education.

D. Upon mutual agreement on any item, the superintendent shall take administrative action or submit the matter to the board of education.

Miscellaneous

All grievances shall be processed confidentially. Neither party shall reveal information or make any statement concerning a grievance to any person not a party to the grievance while the grievance is being processed.

TYPE II GRIEVANCE PROCEDURE

The parties hereto agree to cooperate in an efficient and professional manner by providing proper channels and scheduling necessary meetings for the purpose of solving problems or grievances within the administrative team. Should any problems or grievances not be properly and satisfactorily resolved within a reasonable length of time (generally 30 days), the parties agree to request in writing the assistance of the appropriate state administrators' organization or other appropriate state or county agencies to meet with the board and the administrative team, at which time the parties agree to cooperate in a fact-finding session and to consider the professional advice and recommendations of the representatives of the state administrator and/or state or county organization(s) in an endeavor to resolve the difficulties to the satisfaction of all involved parties.

Salary Provision

Salaries for administrators in (name of district) school district shall be in conformance with the following schedule:

A negotiated administrative salary schedule, including ranges and increment pattern, should be placed in this section. There should also be some reference to the length of contract year, payment periods, and other details for each category of administrator included in this section.

Participation in Policy Development—Scheduled Meetings With Board of Education

In order to provide additional avenues through which the administrative team may communicate leadership concerns and participate in policy development affecting (name of district) school district, regular meetings shall be held between administrative team personnel and the board of education on a schedule acceptable to both parties.

Job Descriptions

It may be advantageous to include a section in the board-administrator agreement which contains a clear and concise delineation of the job responsibility (and accountability) requirements of each category of administrator in the school district. As described earlier, these responsibilities should be developed mutually with the superintendent so that the needed prerogatives of each administrative assignment can be clearly established.

The following items should be given serious consideration.

1. certification and educational requirements
2. extent of authority for operations and management of districts, school buildings, etc.
3. responsibility for specific administrative responsibilities
4. instructional leadership
5. authority regarding appointment, assignment, promotion, transfer, and dismissal of personnel.
6. communication role
7. in-service training and staff development role.

Duration Of Agreement

This agreement shall become effective on _____, 19__, and shall remain in effect until _____, 19__. If revision is considered necessary by one of the parties prior to the termination of this agreement, a written communication to the other party may be forwarded delineating the specific areas of concern. Within 15 days from the date of notification, the parties may agree to meet to discuss these suggestions for agreement, modification, or change.

Otherwise, this agreement shall automatically renew itself from year to year thereafter, unless either party gives the other 60 days written notice prior to the agreement termination date of its desire to modify or terminate the agreement. After notification, the parties shall meet within 30 days to discuss the changes or modifications in the administrative agreement as specifically designated in the written notification. All other provisions contained in the agreement and not mentioned in the notification will continue to remain in effect.

In your particular situation you may have access to an impasse procedure in case the parties cannot resolve the procedural issues among themselves. This could, for example, involve presenting unresolved issues to a statewide fact-finding unit or a state or county agency for assistance.

Applicable State Law

In the event there is a conflict between a provision of this agreement and any applicable state law, valid rule, or regulation adopted pursuant thereto, the applicable state law, valid rule, or regulation shall prevail as to that provision. All other provisions of this agreement which are not in conflict with any applicable state law, valid rule, or regulation adopted pursuant thereto shall continue in full force and effect in accordance with their terms.

Work Stoppage

A. The board and administrative team agree to mutually develop an administrative plan that will be used during any work stoppage affecting the school district.

B. In the case of a teachers' strike, work stoppage, or withholding of services, the administrator will, upon direction of the superintendent or his designee, be at his assigned location to provide for the protection and safety of the pupils, staff, and facilities, and will follow carefully the administrative plan relating to work stoppage.

If an administrative plan, for use during a work stoppage, has not been developed for your school district, you may wish to include in this section specific administrative steps to be followed in case a work stoppage occurs. Many of the plans reviewed have included an informal approach that has permitted flexibility, rapid decision making, and better security. Among specific suggestions found on the national scene are the following:

1. **Each principal should attempt to estimate the effects of a strike on his school so that he may:**
   a. **determine potential sources of trouble**
   b. **set up meaningful emergency learning programs**
   c. **prepare for physical security and safety of pupils, staff, and plant**
   d. **have access to possible substitutes**
   e. **recruit parent and community volunteer help.**
2. **A police officer or police officers should be assigned to the central office for direct communication in the event of an emergency.**
3. **If possible and safe, for the pupils and faculty, each school should be opened every day.**
   a. **Within the first hour, the principal should evaluate the situation, e.g., number of pupils, teachers, clerks, etc.**
   b. **Subsequently, he may call in to an assigned central office administrator for an immediate review of the situation.**
   c. **Based upon the evaluation and phone conference, an immediate decision should be made to keep the school open or to close it.**
   d. **If a school is closed, its staff can be held on standby or immediately reassigned to other schools.**

4. A strong substitute recruitment-and-assignment program should be organized by the central office.
5. All teachers threatened, intimidated, or hesitant about entering their own school should be able to report to the central office for reassignment.
6. A careful log of all problems and incidents during the strike should be kept in each school.
7. All arrangements for press contacts, permission for reporters and photographers to enter schools, and statements to the media should be made well in advance.
8. All professional central office staff should report at least one hour early so they may be reassigned to schools or other locations to meet the needs of the day.
9. Non-certificated personnel should not be permitted to teach classes. Volunteers can be used to patrol halls, cafeterias, playgrounds, etc.
10. Regular briefing meetings of principals with central office staff should be conducted as frequently as possible to review and evaluate the situation.

Official Agreement

You and your board may wish to develop an official document having spaces for signatures of both parties. Otherwise the board may, in cooperation with you, take action incorporating certain conditions in its minutes, which would constitute its official position with the administrative team.

IV. Conclusion

A host of community pressures, in addition to the pressures arising from collective bargaining by teachers and other school employees, makes it imperative that boards of education and administrators examine their roles and working relationships very carefully. Within this current educational atmosphere, many new approaches designed to improve the administration of school districts are being recommended for implementation.

The administrative team represents one of the most promising of these approaches. It provides not only a formal agreement for administrators, but also an internal structure for ensuring participation in administrative decision making. The effectiveness of the internal participatory structure is directly related to the extent to which the board of education and the superintendent are committed to a philosophy of staff involvement in policy development. It will also directly relate to the technical proficiency with which the superintendent and other members of the administration structure a process ensuring adequate communication among all administrators as administrative decisions are formulated. However, if limitations are placed on the participatory administrative structure or if there is a lack of commitment to the system, many of the professional interests of the members of the administrative team will, to a greater degree, be protected through the design of a more comprehensive and formal agreement with the board of education.

An administrative team, maintaining the two systems of participation in decision making — a formal and informal one — operating simultaneously, offers a delicate but professionally satisfying approach to the administration of a school district, particularly where there is a mutual spirit of cooperation.

V. Appendix

In addition to the development of a board-administrator agreement which affects administrators in a school district collectively, as described in this monograph, there is also much interest in the *individual employment contracts* being executed by administrators throughout the country. The following *Model Principal's Contract* may be helpful if individual administrator's contracts are being reviewed in your school district.

Preamble

In order to better effectuate the provisions of (name of state) laws and regulations relating to administrator employment, and to encourage efficient and harmonious working relationships between the _____ Board of Education (hereinafter referred to as the Board) and its professional administrative personnel, (hereinafter referred to as the Principal), and to enable the Principal to more fully participate in and contribute to the development of policies for the school district so that the cause of public education may best be served in the _____ School District, this agreement is made and entered into this ____ day of _____, 19__, by and between the Board and the Principal.

Witnesseth:

1. The Board agrees to employ the Principal in the capacity as _____ for the term of ____ year(s) beginning _____, 19__, and ending _____, 19__. The Principal further shall be employed at least ____ weeks each fiscal year.

2. The Principal hereby accepts the foregoing employment and agrees to perform the administrative duties presently prescribed for said position in accordance with the applicable laws and the existing rules and regulations of the Board, and represents to the Board that he (she) is qualified under the laws of the State of _____ to be employed as _____.

3. In consideration for this contract, the Board agrees to pay the Principal for his service during the terms of this agreement in equal installments consistent with the salary payment schedule of the _____ School District. Compensation for the _____ contract year shall be $_____.

4. The Principal shall advance in compensation for his services consistent with the salary schedule for the _____ School District, whether existing or hereafter adopted, prescribing compensation for the duties hereinafter described in excess of the amount herein specified.

5. Vacation period is to be _____ weeks per year at a time that is mutually agreeable to the parties. **This is an optional clause.**

6. Leave privileges, insurance, and fringe benefits shall be equal to or proportionate to those provided for other employees in the _____ School District. **Several alternatives might be considered in this section.**

7. This contract shall be deemed to be annually renewed for a period of ___ year(s) unless the Board shall have given written notice to the contrary together with specific reasons for same ninety (90) days prior to its renewal date of _____, 19___, in which case a hearing shall be provided at the option of the Principal. **Certain states have statutes which establish specific dates, notification, hearing procedures, etc.**

8. It is understood and accepted by the parties to this contract that said contract may be terminated by mutual consent at any time in compliance with the laws of the State of _____. However, no

request for contract termination will be considered after _____ of the contract year except under extraordinary circumstances.

9. In the event of a breach of any provision of this contract on the part of either party, nothing contained herein shall be construed to render the obligations of either party to this contract null and void.

10. Special provisions to this agreement:

IN WITNESS WHEREOF, the parties hereto have set their signature this date aforesaid.

Board or Designate

By_____
name date

_____
title

Principal

By_____
name date

_____
title